

UNITED STATES OF AMERICA
IN THE DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

TYLER P. WISS; and
MELODY M. MCKENNA,

Case No: 22-CV-02047-JWB-LIB

Plaintiffs,

vs.

PROCTOR INDEPENDENT SCHOOL DISTRICT 704,
DEREK B. PARENDO;
COLE LIPINSKI;
PHILLIP MOGEN;
ALEX OACHS;
ERIK EDMUNDS;
MATT SOLBERG; and
JOHN E. ENGELKING.

Defendants.

PETITION FOR APPROVAL OF SETTLEMENT

Pursuant to Minnesota Statutes, Section 466.08, Plaintiffs and Petitioners, Tyler P. Wiss and Melody M. McKenna, guardians for Plaintiff T.W., and T.W. who has now reached the age of 18 years, (Plaintiffs) hereby request that the Court approve the proposed distributions of funds as set forth below and due to the confidential nature of the settlement, the terms and amounts will be provided to the Court in Exhibit, filed contemporaneously with this Petition, under seal of the Court..

I. NATURE OF THE CLAIMS

As more fully set forth in the Second Amended Complaint [Doc. 72], Plaintiffs assert their that T.W., a student athlete enrolled in Defendant Proctor Independent School District 704, was

the victim of an alleged peer-on-peer assault on or about September 6, 2021, for which Plaintiffs claimed and sought damages against the School District and various other defendants. .

II. CIRCUMSTANCES, NATURE, TERMS OF SETTLEMENT

On October 18, 2023, after initial discovery the parties engaged in a full day mediation before the Honorable John Rodenberg, which resulted in a tentative and confidential mediated settlement agreement, subject to this Court's approval pursuant to Minnesota law. Defendants deny Plaintiffs' allegations of wrong-doing and injury and maintain that settlement is not indicative of any liability.

Plaintiffs have further agreed to distribute the settlement proceeds as set forth in Exhibit A. The agreed upon amount of attorney fees represent 33% of their gross recovery amount, and all litigation costs will be paid out of the settlement proceeds.

Plaintiffs will deposit T.W.'s portion of the settlement in a structured settlement with Ringler Associates. The structured settlement provides that T.W. will receive an initial payment of approximately 13% of the net Plaintiff settlement, and that the balance will be in the form of a structured settlement that will pay the minor child once monthly for 10 years in equal payments with the balance being paid in a one -time payment after 10 years. Plaintiffs, Melody McKenna and Tyler Wiss, will not be able to make any withdrawals from the account absent written evidence that the withdrawal is to be used for the benefit of T.W.

All Plaintiffs are represented in this matter by Nathan M. Cockerham and Stephen J. Olson of Ledin, Olson & Cockerham, S.C. Plaintiffs hired Ledin, Olson & Cockerham, S.C. on a contingency fee basis, with the fee being 33% of the total recovery amount plus out-of-pocket costs incurred. Ledin, Olson & Cockerham, S.C.'s sole source for its fee and reimbursement of costs is from any amounts recovered for Plaintiffs.

III. SETTLEMENT IS IN THE BEST INTEREST OF THE PLAINTIFF T.W.

A careful and diligent inquiry and investigation has been undertaken to ascertain the facts related to the incident giving rise to the asserted claims, and Plaintiffs understand that if the compromise proposed and disposition is approved by the Court, the Plaintiffs, including T.W., will be forever barred and prevented from seeking any further recovery of compensation.

Plaintiffs recommend this compromise settlement and the proposed distribution to T.W. to the Court as being fair, reasonable, and in the best interest of T.W., and requests that the Court approve this compromised settlement and issue an order for the same.

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